
6.0 AchieveXpress Customer Requirements

6.1 AchieveXpress Minimum Requirements: School, School District or Library

Stand-alone location

(Not part of a district of schools or library system interconnected by a WAN)

Dedicated Internet access

The minimum Internet access requires a “dedicated connection.” A dedicated connection is a connection that has access to the Internet at all times, not a dial-up connection. Connections of 64Kbs and less are adequate for video catalog access and system management but would provide very limited performance for Internet browsing for more than one or two PCs.

LAN – Local Area Network

The school’s LAN is used as the means of distribution to the classrooms from the installed media server. For best performance the LAN should have 100-baseT switched segments to each of the school’s classrooms. The LAN’s switch should be of a high performance design providing full bandwidth across all of its ports simultaneously. The LAN’s wiring should meet Cat-5 performance and use either 586 A or B termination standards.

Users PC

It is recommended the users PC have an Intel P2 processor or equivalent and 64 megabytes of RAM as a minimum. The operating system will need to be Microsoft Windows 95 or Apple OS 7 or higher. The PC will also need to have Windows Media Player 4.5 or higher and Microsoft Internet Explorer 5.5 or higher installed. The users PC will also required access to the school’s LAN.

Schools or Libraries within a localized school district or system WAN

Internet Access

Typical Internet access is assumed to be Fractional T1 or greater to each of the schools. It is further assumed that the school’s WAN is managed from a central location that provides firewall, DNS, and NAT type services. A typical installation would require the districts IT staff approve and configure the network to allow remote communication with the installed media servers. Specific requirements are dependent on the districts specific architecture. The school district’s IT department can contact Achieve Telecom to obtain more detailed information.

LAN – Local Area Network

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Users PC

It is recommended the users PC have an Intel P2 processor or equivalent and 64 megabytes of RAM as a minimum. The operating system will need to be Microsoft Windows 95 or Apple OS 7 or higher. The PC will also need to have Windows Media Player 4.5 or higher and Microsoft Internet Explorer 5.5 or higher installed. The users PC will also required access to the schools LAN.

6.2 AchieveXpress Minimum Requirements for End Users

QuickTime Player or WMP7Windows Media Player 7.1 System Requirements for Windows 98, Windows 98 Second Edition, Windows 2000, Windows XP and Windows Millennium Edition

Minimum

- Microsoft Windows(r) 98, Windows 98 Second Edition, Windows 2000, Windows XP or Windows Millennium Edition
- Pentium 166 megahertz (MHz) processor
- 32 MB RAM
- 256-color video card

Recommended

- Windows 98, Windows 98 Second Edition, Windows 2000, Windows XP or Windows Millennium Edition.
- Pentium or AMD Athlon K6 266 MHz processor or faster; * 64 MB RAM; * 24-bit true color video card

Mac7 Windows Media Player 7.1 for Mac

Minimum

- Apple Mac OS 8.1 or later (Mac OS 8.6 or later recommended)
- PowerPC 603e 180 MHz or higher processor; *32 megabytes (MB) or higher of RAM * Virtual Memory turned on
- 10 MB of free hard disk space
- Monitor color depth of 256 colors (Millions of colors recommended)

Microsoft Internet Explorer 4.0.1 or later (Internet Explorer 5 or later recommended)

7.0 Pricing

Achieve Telecom Network is pleased to offer the AchieveXpress telecommunications service with the Satellite Overlay Network for \$3,750.00 per month per location.

8.0 Contract Execution / Acceptance

The parties acknowledge and agree that this Proposal will be placed under and governed by a Master Agreement by and between Achieve Telecom Network and The Chelsea School District.

Contact Information

<i>Address</i>	<i>Web Site</i>
Chelsea School District 500 Broadway Chelsea, MA. 02150	
<i>Customer Contacts</i>	<i>Contact Information</i>
Mr. Miguel Andreottola	Phone: (617) 889-8954 Email: miguelan@bu.edu
<i>Achieve Telecom Contacts</i>	<i>Contact Information</i>
Vic Gatto Chairman, Achieve Telecom	Phone: (781) 737-1891 E-mail: vicgatto@achievetelnet.com
Joy Jackson President, Achieve Telecom	Phone: (781) 737-1891 E-mail: joyjackson@achievetelnet.com
Nicholas A. Gatto Manager of Sales	Phone: (781) 737-1890 E-mail: nicgatto@achievetelnet.com

End of Document

Andreottola, Miguel

From: Nicholas Gatto [nicgatto@hotmail.com]
Sent: Monday, December 20, 2004 10:40 AM
To: miguelan@bu.edu
Cc: kcote@cisco.com
Subject: Response to 470 Application Number: 118560000524763

Dear Miguel,

Achieve Telecom Network **SPIN Number 143026761** is pleased to submit this response to 470 Application Number **118560000524763** for your review and consideration in response to your request for **Digital Transmission Service/Distance Learning**. We are confident in our ability to successfully complete this engagement and welcome the opportunity to showcase the value we bring our clients. We currently have projects with DC Public Schools, and three school districts in Massachusetts. We are an Eligible Telecommunications Service Provider with the SLD and offer a fully managed telecommunication service.

In support of these goals, please reference the attached proposal, which documents the scope of work, pricing and specifications.

If you have any questions with regard to the attached proposal or need any further assistance please feel free to contact me at 781-737-1890 or on my cell at 617-512-9493.

Sincerely,

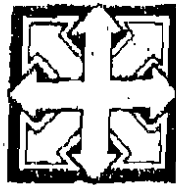
Nic

Nicholas Gatto, Manager of Sales, Achieve Telecom Network

1-888-743-1144 <http://www.achievetelnet.com/>

ATTACHMENT C

TO DISTRICT'S LETTER
OF APPEAL



USDLA®

UNITED STATES DISTANCE LEARNING ASSOCIATION

June 27, 2005

Thomas Kingston
Superintendent of School
Chelsea Public Schools
City Hall - 500 Broadway
Chelsea, MA 02150

Dear Mr. Kingston:

The United States Distance Learning Association (USDLA) is pleased to receive and accept your grant application for funding assistance for the Chelsea Public Schools District Digital Divide Project. We appreciate the opportunity to assist your Chelsea Schools District with this very important and ambitious distance learning project. USDLA is a registered 501 (c) 3, and we provide these grants to support distance learning projects for K-12 school districts.

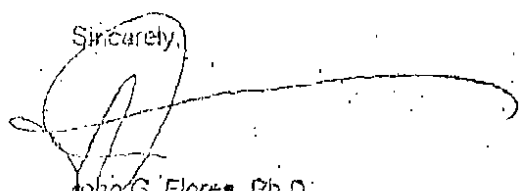
One goal of USDLA focuses on ending the "digital divide" in urban and rural America by supporting the implementation of state-of-the-art technology which encourages and enhances the classroom learning experience with advanced technical resources. Your project represents that specific goal and we welcome the opportunity to build this very important partnership with Chelsea Public Schools District.

We understand that the project will be funded primarily by E-rate funds from the Schools and Libraries Division (SLD) of the Universal Service Administrative Company and will be dependent upon the approval of the SLD. While you may have been referred to USDLA by a vendor for this project, please understand that our grant is to your school district and is not dependent upon your selection of any specific vendor.

USDLA requires that a final budget be submitted by each school district upon receipt of the Funding Commitment Letter from the SLD. This budget must confirm the E-rate discount percentage and the resultant E-rate cost share for the project. In addition, USDLA expects that a separate line item in the school district budget will be established that is specifically for the receipt of USDLA grant funds for this project. Please communicate the account number and directions for sending the grant money to this account.

Congratulations! We look forward to working with the Chelsea Public Schools District. Please do not hesitate to contact me directly if you have any questions.

Sincerely,


John G. Flores, Ph.D.
Executive Director
jflores@usdla.org

8 Winter Street, Suite 508 • Boston, MA 02108-4705

Telephone: 800.275.5162 Fax: 617-399.1771

Website: www.usdla.org

ATTACHMENT D

TO DISTRICT'S LETTER
OF APPEAL

CONTRACT NO. 2006-09

**CITY OF CHELSEA
CONTRACT FOR SERVICES
over \$10,000**

This agreement (the "Agreement") is made and entered into by and between the City of Chelsea (hereinafter the CITY), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and Achieve Telecom Network of MA, LLC, 40 Shawmut Road, Suite 200, Canton, MA. 02021 (hereinafter the CONTRACTOR or ATN).

For mutual consideration the Parties hereby agree as follows:

ARTICLE 1. DEFINITION.

This CONTRACT as used herein shall consist of this Agreement, and the "contract documents" which include but are not limited to the following identified items and all documents, and forms submitted therewith, or attached hereby.

- ☐ Attachment A: Scope of Services, and/or other bid package materials
- ☐ Attachment B: Additional Contract Terms and Conditions
- ☐ Attachment C: Statement of Corporate Authority
- ☐ Addenda through #

ARTICLE II. AMOUNT AND TERM.

Pursuant to the terms and conditions stated in the Contract, this CITY agrees to pay an amount not to exceed Forty Five Thousand One Hundred and Fifty Dollars (\$45,150.00), and the Contractor agrees to perform the services detailed in the Contract. The Contract shall commence on or about July 1, 2005 the "Commencing Date") unless earlier terminated pursuant to Article IV, Termination and shall terminate no later than June 30, 2005, unless a written amendment to renew or extend this contract is executed in accordance with the provisions of this CONTRACT.

ARTICLE III. PERFORMANCE.

The Contractor agrees to provide all goods and/or services set forth in the Invitation for Bid/Request for Proposal Documents, Scope of Service, the Contractor's proposal for "____ NA _____", and/or as outlined in ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE IV. TERMINATION.

i) Without Cause. The CITY may terminate this CONTRACT on sixty (60) calendar days notice, or may suspend this CONTRACT for up to sixty (60) calendar days upon receipt of notice, when in the best interests of the CITY, by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR.

ii) For Cause. If the CONTRACTOR is determined by the CITY to be in default of any term or condition of CONTRACT, the CITY may terminate this contract on thirty (30) days notice by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR. If the CITY is determined by the CONTRACTOR to be in default of any term or condition of this CONTRACT the CONTRACTOR may terminate this contract on thirty (30) days notice by providing notice to the CITY, which shall be in writing and shall be deemed delivered and received when given in person to the CITY, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CITY.

iii) Default. Events of default under this CONTRACT shall include, but are not limited to the following: a) any material misrepresentation made by the CONTRACTOR to the CITY, b) any failure to perform any of its obligations under this CONTRACT including, but not limited to the following: (i) failure to commence performance of this CONTRACT at the time specified in this CONTRACT due to a reason or circumstance within the CONTRACTOR'S reasonable control, (ii) failure to perform this CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of this CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR'S reasonable control, (iii) failure to perform this CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the CONTRACTOR'S reasonable control, (vi) failure to comply with a material term of this CONTRACT, including, but not limited to, the provision of insurance or failure to comply with nondiscrimination provisions, and (vii) any other acts specifically and expressly stated in this CONTRACT as constituting a basis for termination of this CONTRACT, and (viii) failure to comply with any and all requirements of state law, and/or regulations, and City ordinances, and/or regulations.

ARTICLE V. REMEDIES OF THE CITY.

The City hereby retains all remedies in law and equity, including but not limited to, the right to deduct the cost of any substitute contract or performance for expenses, losses, and all damages and the right to withhold from payment, any amounts for expenses, losses, and damages from sums due, or which become due.

ARTICLE VI. REMEDIES OF THE CONTRACTOR.

If the Contractor, due to any act or omission for which the City is legally responsible, sustains damages, other than loss, non-conformance, or non performance, the Contractor may request, within 30 days of the alleged act or omission from the City, a sum equal to the amount of such damages sustained by the Contractor, which amount may be determined by the City in writing, at the City 's sole discretion, provided that the Contractor has provided to all signatories of this Agreement, a detailed, written statement of such damages and cause thereof within said 30 day period.

ARTICLE VII. ASSIGNABILITY.

The CONTRACTOR shall not assign, subcontract or in any way transfer any interest, rights or obligations in this CONTRACT without the prior written consent of the City Manager. In the event of such assignment the CITY

reserves the right to deal with any assignee subcontractor or transferee directly and the CONTRACTOR agrees to remain bound by all terms and conditions of this CONTRACT in accordance with its original tenor and in no way shall the CONTRACTOR be relieved of its responsibilities and obligations under this CONTRACT. The provisions of this CONTRACT shall be binding upon, and shall inure to the benefit of, the successors and assigns of the CONTRACTOR and any public body or bodies succeeding the interests of the CITY.

ARTICLE VIII. INDEMNIFICATION.

The CONTRACTOR shall assume the defense, indemnify and hold harmless the CITY, the CITY'S agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of acts, in actions, omissions, negligence, reckless or intentional misconduct of the said CONTRACTOR, its agent(s), officers, employees, or subcontractors; in the execution of the work or in guarding the same. Unless otherwise provided by law, the CITY may elect, at its sole discretion, to indemnify the CONTRACTOR for claims arising in tort if it is determined that the CONTRACTOR performed its obligations under this CONTRACT pursuant to the direct supervision and control of the CITY or its designated agent(s).

ARTICLE IX. WORKER'S COMPENSATION AND OTHER INSURANCE.

The CONTRACTOR shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the CONTRACTOR who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this contract shall be deemed a material breach of this contract, shall operate as an immediate termination thereof, and CONTRACTOR shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the CITY evidence of such insurance prior to the execution of this contract and before the same shall be binding on the parties thereto, except if specifically waived in Attachment B.

Prior to commencement of any work and until completion of its work under this CONTRACT, the CONTRACTOR shall maintain the following insurance coverage, at its cost, from insurance acceptable to the CITY, giving evidence of such coverage to the CITY prior to execution of this CONTRACT, a copy of such insurance coverage to be attached herewith:

1. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired automobiles in connection with its operations with a combined single limit of \$1,000,000. The comprehensive Automobile Liability insurance may be provided through primary and excess or umbrella insurance policies.

2. CONTRACTOR'S Equipment Coverage (or a certification of "self-insurance satisfactory to the CITY) must be provided on an "All Risks" basis, covering physical damage to all tools and equipment, including automotive equipment owned, rented, or used by the CONTRACTOR.

3. Commercial General Liability Insurance coverage which may be provided through primary and excess or umbrella liability policies for limits of \$1,000,000 general aggregate, and \$500,000 per occurrence.

All required insurance must be endorsed to name the CITY as Additional Insured. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the City. All policies and certificates of insurance must contain language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the CITY. The CONTRACTOR under this CONTRACT shall not allow its subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the CONTRACTOR.

ARTICLE X. CORPORATE CONTRACTOR.

If CONTRACTOR is a corporation, CONTRACTOR shall endorse the Certificate of Corporate Authority for the CONTRACTORS' signatory (Exhibit C), or shall otherwise provide a form similar in nature and substance acceptable to the CITY at the City's sole discretion.

If CONTRACTOR is a non-profit corporation, CONTRACTOR shall provide satisfactory proof of present status as a non-profit corporation. Such proof shall be in the form of a certification from the Massachusetts Secretary of State's office and/or from the Internal Revenue Service and shall provide the Federal Tax Identification Number of the non-profit corporation. This CONTRACT shall not be enforceable against the CITY unless and until the CONTRACTOR complies with this Article. Failure to inform the CITY in writing of revocation, or other loss of non-profit status shall be deemed a material breach of this contract and operate as an immediate termination thereof.

ARTICLE XI. SUBJECT TO APPROPRIATION.

The obligations of the CITY under this CONTRACT shall be subject to appropriation. In the absence of appropriation this CONTRACT shall be immediately terminated without liability for damages, penalties, or other charges.

In the event any portion of this Agreement is to be funded with alternate funding including but not limited to state, local, federal or private grant funding. In the requisite circumstances, the obligations of the CITY under this CONTRACT shall be subject to the formal award of such state, local, federal or private grant.

ARTICLE XII. DOCUMENTS, MATERIALS, ETC.

Any materials, reports, information, data, etc. given to or prepared or assembled by the CONTRACTOR under this CONTRACT are to be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR (except agents, servants, or employees of the CONTRACTOR) without the prior written approval of the CITY. The CONTRACTOR understands that he/she/it may acquire or have access to "personal data" otherwise kept by the CITY. The CONTRACTOR shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this CONTRACT shall not be subject to copyright, except by the CITY, in the United States or any other country. The CITY shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly

disclose, reproduce, distribute and otherwise use, and authorize other to use, in whole or in part, any reports, data or other materials prepared under this CONTRACT.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the CITY shall vest in the CITY at the termination of this CONTRACT. The CONTRACTOR shall at all times, during or after termination of this CONTRACT, obtain the prior written approval of the CITY before making any statement bearing on the work performed or data collected under this CONTRACT to the press or issues any material for publication through any medium.

ARTICLE XIII. AUDIT, INSPECTION, RECORDKEEPING.

At any time during normal business hours, and as often as the CITY may deem it reasonably necessary, there shall be made available in the office of the CONTRACTOR for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this agreement.

Further the CONTRACTOR agrees to make its work papers, records and other evidence of audit available to the CITY for a period of three years after final payment under his CONTRACT. The CITY shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at such time.

ARTICLE XIV. WEEKLY PAYROLL RECORDS REPORT.

In accordance with Massachusetts General Law c. 149, s. 27B, a true and accurate record must be kept of all individuals employed on a public works construction project for which prevailing wage rates are applicable.

In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of their weekly payroll records to the awarding authority. Once collected, the awarding authority is also required to preserve those records for three years.

ARTICLE XV. CONFLICT OF INTEREST.

i) CITY. No officer, member or employee of the CITY and no members of its governing body who exercise any function or responsibility in review or approval of the undertaking or carrying out of this CONTRACT shall participate in any decision relating to the CONTRACT which affects his/her personal interests or the interest of any corporation, partnership, or association in which he/she has a direct or indirect pecuniary interest. None of the services to be provided by the CONTRACTOR shall be used for any partisan political activity or further the election or defeat of any candidate for political office in the CITY. Compliance with this section shall be material to the CONTRACT.

ii) CONTRACTOR. CONTRACTOR agrees that his/her/its agents, servants, and employees have neither presently nor during the period of this CONTRACT any interest direct or indirect which would impair, detract, or conflict in any manner or degree with the performance of services required under this CONTRACT. The CONTRACTOR, his/her/its agents, servants and employees further stipulate that in the performance of this CONTRACT, no person having any such interest shall be employed. Conflicts of Interest include but are not limited to (a) immediate family relationships with officials of the CITY, (b) instances where the CONTRACTOR, his/her/its agents, servants or employees

during the period of this CONTRACT was connected as an officer, employee or member of the governing body of the CITY, and (c) instances where the CONTRACTOR has an interest in any CITY department, its agents, servants or employees or parcels of land within the CITY. Compliance with this section shall be material to the CONTRACT. The CONTRACTOR, his/her/its agents, servants and employees must disclose any and all such interests in writing to the CITY.

ARTICLE XVI. PAYMENT.

The City agrees to make all reasonable efforts to pay to the CONTRACTOR the sum set forth any invoice which has been approved by the City Manager or his authorized designee within thirty (30) days of receipt of such invoice at the Office of the City Auditor. Each invoice shall detail the work completed.

Subject to pending statutory appeal rights, the City hereby reserves the right and the CONTRACTOR hereby agrees that the City may deduct from the sum(s) otherwise payable under this CONTRACT any outstanding taxes, fines, fees and/or other municipal charges prior to disbursement to the CONTRACTOR.

ARTICLE XVII. CONFLICT.

In the event there is a conflict between these Articles and Attachment A, Attachment A shall supersede these Articles.

ARTICLE XVIII. WAIVER AND AMENDMENT.

The provisions contained in this CONTRACT may be modified only by the express written consent of the Parties. Any amendments, must be made only by written amendment executed by all signatories to the original agreement, prior to the effective date of the amendment.

The failure of any party to insist on the strict performance of any term, covenant or condition to this CONTRACT, at anytime, or in any one or more instances, or its failure to take advantage of any of its rights, or any course of conduct or dealing, shall not be construed as a waiver or a relinquishment of any such rights or conditions at any future time and shall, in no way act, as a waiver by any party of a breach of another party or have any affect on the continuance of or the full force and affect of any or all of the provisions of this Contract. The waiver of any provisions must be in writing and executed by all signatories to this Agreement prior to the force and effect of any such waiver.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

ARTICLE XIX. CERTIFICATION.

IN WITNESS WHEREOF, THE CONTRACTOR CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE CONTRACTOR IS IN COMPLIANCE WITH EACH OF THE FOLLOWING:

a. TAXES. PURSUANT to M.G.L. c. 62C, s. 49A, the CONTRACTOR has filed all state tax returns and complied with all laws of the Commonwealth relating to taxes.

b. DEBARMENT. The CONTRACTOR is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions.

c. AMERICANS WITH DISABILITIES ACT. The CONTRACTOR is aware of the Americans with Disabilities Act which prohibits discrimination based upon disability and shall meet any relevant standards, and/or conditions set out in the bid/proposal documents, bid/proposal specifications, and/or ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE XX. FORUM AND CHOICE OF LAW

This CONTRACT and any performance herein shall be governed by and be construed in accordance with the laws of Commonwealth of Massachusetts, exclusive of its conflicts of law provisions. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. Each of the Parties hereto irrevocably consents to and waives any objection to the exercise of personal jurisdiction by the state and federal courts of the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the parties.

ARTICLE XXI. TAXES

CONTRACTOR shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming applicable pursuant to this Contract, which may be assessed against the CONTRACTOR or the CITY which are directly attributable to CONTRACTOR'S activities under this CONTRACT (the "Taxes"). CONTRACTOR shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment.

ARTICLE XXII. NOTICES

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter "Notice"), shall be in writing and shall be deemed to have been properly given when delivered in hand or deposited in registered or certified United States mail, postage prepaid, return receipt requested, addressed, as described herein or when delivered by messenger or overnight mail service to the correct addressee. Unless otherwise specified, Notice shall be deemed received when actually received or when the proffered Notice has been refused by the Addressee. The signature of an employee, servant or agent of the Addressee shall be determinative on the issue of actual receipt.

All notices shall be sent to the persons and addresses listed below. CONTRACTOR and the CITY shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this CONTRACT any other address or addresses giving fifteen (15) days' written notice thereof to the other party.

All Notices shall be Forwarded to: FOR THE CITY
Jay Ash, City Manager
300 Broadway
City Hall
Chelsea, MA 02150

With a Copy to:
Cheryl Anne Watson
City Solicitor
Law Department

500 Broadway
Chelsea, MA 02150

FOR THE CONTRACTOR:
Nicholas A. Gatto
Achieve Telecom Network of MA, LLC.
40 Shawmut Road, Suite 200
Canton, MA 02021

With a Copy to:
George Christoduolo
Lawson and Weitzen
88 Black Falcon Avenue
Boston, MA 02210

ARTICLE XXIII. CONSIDERATION

The Parties mutually agree to enter into this CONTRACT for good and valuable consideration.

ARTICLE XXIV. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The CONTRACTOR represents and warrants (i) the CONTRACTOR has all requisite corporate power and authority to enter into this CONTRACT and to perform the obligations of the CONTRACTOR; (ii) that this CONTRACT has been duly and validly authorized, executed and delivered by the CONTRACTOR; (iii) the execution and delivery of this CONTRACT does not violate or conflict with any other agreement, license or obligation; (iv) the CONTRACTOR is duly organized, legal and validly existing and in good standing in the Commonwealth of Massachusetts; (v) that the CONTRACTOR is duly qualified and authorized to do business in the Commonwealth of Massachusetts; (vi) the CONTRACTOR is in compliance and is current with any payments under all federal, state and local tax laws; (vii) the CONTRACTOR will obtain any and all permits which may be necessary to perform the obligations of this CONTRACT; (viii) the CONTRACTOR will timely perform its obligations required by this CONTRACT.

ARTICLE XXV. THIRD PARTY BENEFICIARIES

This CONTRACT shall not be construed to create any third party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.

ARTICLE XXVI. ENTIRE CONTRACT

This CONTRACT constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

ARTICLE XXVII. LIABILITY OF MUNICIPALITY

The CITY shall not be liable to CONTRACTOR for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits unless expressly specified herein.

ARTICLE XXVIII. HEADINGS

Heading used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this CONTRACT or any of its provisions.

ARTICLE XXIX. DAYS

Any reference to "days" in this CONTRACT, shall be deemed to mean business days (Monday through Friday, excluding generally recognized holidays) except where specific reference is made to calendar days.

ARTICLE XXX. SURVIVAL

The parties agree that the provisions of ARTICLE II - AMOUNT AND TERM; ARTICLE III - PERFORMANCE; ARTICLE V- REMEDIES OF THE CITY; ARTICLE VI- REMEDIES OF THE CONTRACTOR. ARTICLE VII - ASSIGNABILITY; ARTICLE VIII - INDEMNIFICATION; ARTICLE IX- WORKER'S COMPENSATION AND OTHER INSURANCE; ARTICLE XI-SUBJECT TO APPROPRIATION; ARTICLE XII - DOCUMENTS, MATERIALS, ETC; ARTICLE XIII - AUDIT, INSPECTION, RECORDKEEPING; ARTICLE XIV- WEEKLY PAYROLL RECORDS REPORT; ARTICLE XVI - PAYMENT; ARTICLE XVIII - WAIVER AND AMENDMENT; ARTICLE XIX - CERTIFICATION; ARTICLE XX- FORUM AND CHOICE OF LAW; ARTICLE XXI - TAXES; ARTICLE XXIV- REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR; ARTICLE XXVII- LIABILITY OF THE MUNICIPALITY; ARTICLE XXX - SURVIVAL; and ARTICLE XXXI - SEVERABILITY shall survive the expiration or any earlier termination of this CONTRACT.

ARTICLE XXXI. SEVERABILITY

If any provision of this CONTRACT is held to be illegal, invalid or unenforceable, the remaining terms shall not be affected and shall remain in full force and effect. The Agreement shall be interpreted as if the illegal, invalid or unenforceable provision had not been included in it and the invalid or unenforceable provision shall be stricken and shall be replaced by a mutually acceptable provision which being valid and enforceable comes closest to the intention of the parties with respect to the invalid or unenforceable provision.

ARTICLE XXXII. ADVICE AND COUNSEL

The CONTRACTOR hereby acknowledges and agrees that CONTRACTOR has read this Agreement in its entirety and that CONTRACTOR has had the opportunity to consult legal and financial advisors of their choosing regarding the execution, delivery and performance of their obligations, hereunder.

ARTICLE XXXIII. COUNTERPARTS

This CONTRACT may be executed in counterpart.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF the parties have hereto and to three other identical instruments set forth their hands the day and year first above written.

CITY MANAGER

Jay Ash
Jay Ash

THE CONTRACTOR

Achieve Telecom Network
Company Name

LLC

Status (Corporation/Non-corporate)

Vict E. Gato
Signature & Title

VICTOR E. GATO CHAIRMAN
Please Print Name & Title

Feb 26, 2005
Date

32-0861935
Taxpayer Identification Number

APPROVED AS TO FORM:

Cheryl Anne Watson
Cheryl Anne Watson
City Solicitor

I CERTIFY THAT FUNDS HAVE
BEEN ENCUMBERED IN THE
AMOUNT OF \$ 45,150.00
FOR THIS CONTRACT
APPROPRIATION NUMBER: 262106-522400 \$9,030.00
236406-522400 \$36,120.00

Christopher Ciano
Christopher Ciano,
Assistant City Auditor

Approved as to Contract Manager:

Thomas S. Kingston
Thomas S. Kingston
Superintendent of Schools
City of Chelsea

7/28/05

ATTACHMENT A

SCOPE OF SERVICES

WHEREAS, the City is seeking a vendor to provide technology services as more specifically defined in Exhibit "A", attached hereto and incorporated herein by reference, (hereinafter "Technology Services") to: Chelsea High School and

WHEREAS, the Vendor has the necessary qualifications, expertise, experience and ability to provide the Technology Services on behalf of the City; and

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

- A. The Vendor shall, in a professional and proper manner, provide Technology Services in accordance with the terms and conditions of this Agreement and pursuant to Commonwealth of Massachusetts State Contract(s) identified as: MA ITT09 and/or MA ITS07 (hereinafter referred to as "the State Contract").
- B. In accordance with the terms and conditions of this Agreement and the State Contract, the Vendor represents that it is qualified to perform the Technology Services and has obtained all requisite licenses and permits to perform the Technology Services.
- C. The Vendor shall attend all necessary conferences and meetings with the City during all stages of the Technology Services.
- D. The Vendor and City recognize that the technology industry is constantly evolving and that modifications to the Technology Services may be required and therefore, agree that the Vendor shall consult with the City through its designee Miguel Andreottola, Director of Technology, and receive his prior written approval before making any allowable modifications to the Technology Services defined in Exhibit "A" and shall conform its Technology Services to such approved modifications.

2. TIME:

The Vendor hereby agrees with the City to furnish & deliver Technology Services for a period of one (1) year commencing on July 01, 2005 and shall be completed by June 30, 2006, unless amended by the parties hereto.

3. COMPENSATION, PAYMENT AND BILLING PROCEDURE:

- A. It is expressly agreed and understood that in no event shall the liability of the City under this Agreement exceed the maximum sum of:

Forty-Five Thousand One Hundred Fifty Dollars and 00/00

\$ 45,150.00

- B. If the City is eligible for a Universal Service Fund Discount for the Technology Services from the Schools and Library Division (hereinafter "S.L.D.") of the Universal Service Administrative Company (hereinafter "USAC") which is a non-profit corporation which administers the Universal Service Fund for the Federal Communication Commission ("FCC"), payment for the Technology Services will be made either by the Service Provider Invoice method ("SPI") or a Billed Entity Applicant Reimbursement ("BEAR") method as specified by USAC under the FCC "ERATE" program. Under the "SPI" method of reimbursement, the City will pay only its discounted share to the Vendor; the balance of the invoice is paid or credited to the Vendor by USAC. In some situations the SPI method of payment is impractical. In such cases, the City may choose the BEAR method of payment. Under the BEAR method, the City will pay Vendor's invoice in advance of the City receiving the USAC reimbursement. Under the BEAR method, when and if a USAC funding commitment letter is later obtained, the City will request a reimbursement from USAC. Upon receipt of the BEAR, the Vendor must promptly remit that sum to the City. If the BEAR method is used, once the Vendor obtains the reimbursement from USAC, the Vendor acts merely as a pass-through and must reimburse the City its money. The parties agree that any BEAR Reimbursement is the absolute property of the City and that the Vendor has no legal or equitable right to the BEAR Reimbursement. The Contractor will proceed under the SPI method.
- C. Pursuant to Vendor's quote attached hereto as Exhibit "A" and pursuant to applicable Commonwealth of Massachusetts Blanket pricing, the City agrees to compensate Vendor for Technology Services less any monies awarded through direct payment by S.L.D. to the Vendor as referenced in this Agreement and consistent with applicable federal statutes, regulations, and USAC's rules and manual.

EXHIBIT A

SCOPE OF SERVICES: SERVICE SPECIFICATIONS
AND MAINTENANCE SERVICES

A. Scope of Services and E-Rate Compliance

See attachment to this EXHIBIT A entitled "Statement of Compliance By Achieve Telecom Network of MA, LLC," showing the Service and Equipment Applicable to Distance Learning Transmission Services," which highlights ATN's compliance with SLD regulations for Priority One Service. This attachment also contains a system-level block diagram for the service and was submitted by CPED as the Service Description in Item 21 of the SLD Form 471.

Attachment to EXHIBIT A

Statement of Compliance by Achieve Telecom Network of MA, LLC

Description of Services

The description of the Distance Learning Transmission Service (DLTS) is taken from the tariff

for such service on file with the Commonwealth of Massachusetts:

I. General Description

1. The Distance Learning Transmission Service, DLTS, is a telecommunications service that provides the circuits for distance learning application by government departments, corporations, medical facilities, educational institutions, or libraries.
2. DLTS is an intra-state service provided within the Commonwealth of Massachusetts and an inter-state service provided across the United States. Circuit connectivity is provided over the Public Switched Telephone Network (PSTN) and, depending on the bandwidth needed for the transmission of digital signals may be augmented by an overlay network.

II. Customer responsibilities

1. Company Furnished On-premise Equipment (OPE)

a. Ownership and Provision of Service from the Company

Ownership of the equipment remains with the Company and shall not transfer to the Customer in the future, and at no time will the Company provide the equipment for purchase to the Customer.

The Company provides all parts of the DLTS service, including the on-premise equipment.

Please see attached diagram (below) for specifications and locations of the DLTS Wide Area Network (WAN), including the OPE and interconnections with the Customer's Local Area Network (LAN).

b. Use

The Customer shall not use the OPE for any purpose beyond supporting this telecommunications service.

The Company further reserves the right to make the on-premise equipment installed by the Company in support of this service available on a shared basis to other customers.

c. Storage requirements

The Customer shall be responsible for providing adequate storage space for the OPE.

d. Environmental requirements

The Customer shall provide an operational environment that is in compliance with the environmental specifications of the installed equipment.

e. Access security

The Customer must provide a reasonable level of access security to the OPE. This is expected to be in keeping with other installed communication equipment.

f. Access requirements

The Customer shall provide the Company with reasonable access to the Company's equipment for the purposes of maintenance and service changes.

The Customer shall designate a point of contact with which the Company shall arrange such access.

g. CPE Equipment relocation

The Customer may not relocate OPE equipment to a facility other than the one in which it has been installed by the Company. Service must be discontinued at the Site and re-initiated at the new Site.

h. Responsibility for CPE Damage or Loss

The Company is responsible for all maintenance of the OPE. The Company will maintain and service the equipment for the duration of the service agreement, replacing components, subsystems, or chassis that have failed due to normal wear and tear at no cost to the Customer.

The Customer shall be responsible for the placing the OPE in a secure and safe environment. The Customer shall be responsible for equipment loss, as well as damage due to vandalism, fire, storms, inappropriate storage conditions, or other causes.

The Customer shall be liable for damage caused to the equipment by unauthorized personnel attempting to repair or modify the equipment. Only Company personnel or their designees may service the equipment.

The Customer's liability for the OPE shall be equal to the replacement cost plus service labor required to restore the OPE to its initial condition.

i. Customer Equipment Requirements

The Customer is responsible for all equipment and networking beyond the network interfaces on the OPE, including the LAN infrastructure, PCs, set-top boxes and any other devices that are not inclusive with the OPE.

The Customer's LAN must be functional without dependence on the OPE. The OPE is all part of a DLTS WAN.

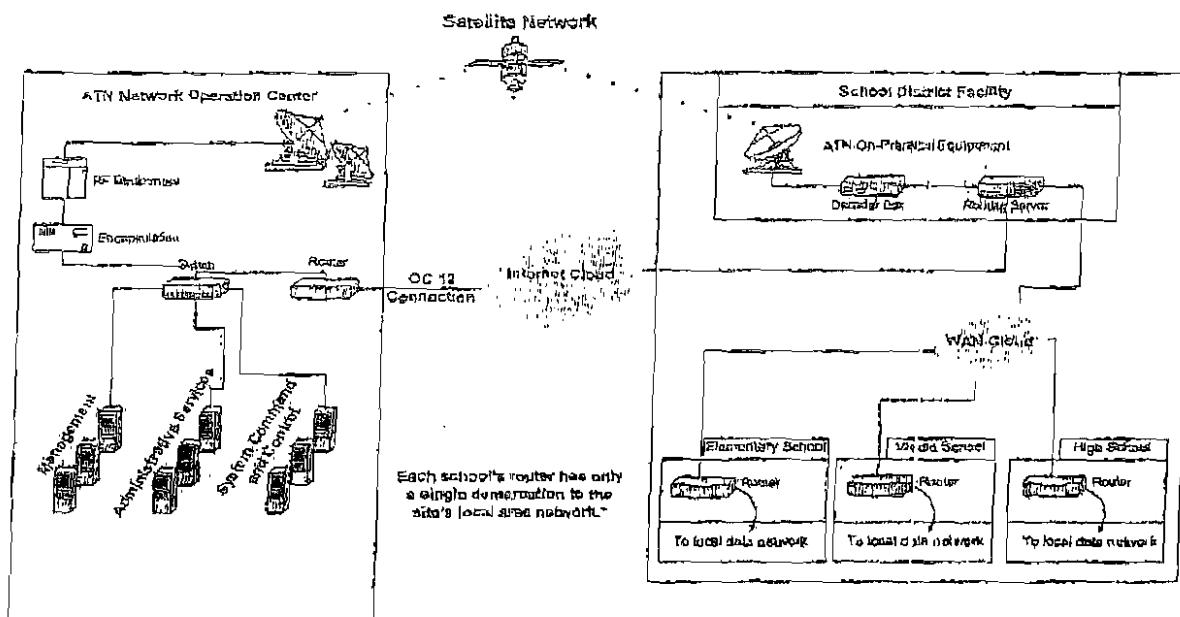
III. Distance Learning Transmission Service

The Distance Learning Transmission Service provides access to the Company's transmission facilities through circuits as described herein and is capable of supporting high-speed data signals used for such applications as distance learning and interactive television.

IV. Diagram

The diagram below provides an overview of the DLTS service and equipment. Please note that the overlay satellite network is optional and may not be required for some customer applications.

Central Satellite Delivery



*LAN can function completely independent of the Satellite Delivery Network.